

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JAKE E. COLLINS, an unmarried man,

Plaintiff,

v.

SETERUS, INC., f/k/a IBM LENDER  
BUSINESS PROCESS SERVICES, INC.,

Defendant.

CASE NO. C17-0943-JCC

MINUTE ORDER

The following Minute Order is made by direction of the Court, the Honorable John C. Coughenour, United States District Judge:

This matter comes before the Court on Plaintiff's motion for reconsideration (Dkt. No. 29) of the Court's order on Defendant's motion to dismiss (Dkt. No. 27). Plaintiff requests reconsideration of the Court's determination that Plaintiff could not bring a claim for *per se* violation of the Washington Consumer Protection Act ("CPA"), Revised Code of Washington section 19.86, premised on a violation of Regulation X of the Real Estate Settlement Procedures Act ("RESPA"), 12 C.F.R. § 1024. (Dkt. Nos. 27 at 14, 29 at 2.)

Motions for reconsideration are generally disfavored. W.D. Wash. Local Civ. R. 7(h)(1). Reconsideration is only appropriate where there is "manifest error in the prior ruling or a showing of new facts or legal authority which could not have been brought to [the Court's]

1 attention earlier with reasonable diligence.” *Id.* “A motion for reconsideration should not be used  
2 to ask the court to rethink what the court had already thought through—rightly or wrongly.”  
3 *Premier Harvest LLC v. AXIS Surplus Insurance Co.*, No. C17-0784-JCC, Dkt. No. 61 at 1  
4 (W.D. Wash. 2017) (quoting *U.S. v. Rezzonico*, 32 F. Supp. 2d 1112, 1116 (D. Ariz. 1998)).

5 Plaintiff’s motion for reconsideration is “based upon legal authority not previously  
6 brought to the Court’s attention with reasonable diligence.” (Dkt. No. 29 at 2.) Plaintiff relies on  
7 *Hunter v. Bank of America, N.A., et al.*, C16-1718-RAJ, Dkt. No. 61 (W.D. Wash. 2019), which  
8 was issued eight days prior to the Court’s order on Defendant’s motion to dismiss. In *Hunter*, the  
9 court stated that, “[p]reviously, this Court has found that violations of RESPA could serve as the  
10 basis for a CPA violation.” *Id.* at 9 (citing *Pierce v. NovStar Mortg., Inc.*, C05-5835-RJB, Dkt.  
11 No. 74 at 6 (W.D. Wash. 2006)). *Hunter* relied on the *Pierce* court’s statement that “plaintiffs  
12 have sufficiently alleged that [defendant] committed a per se violation of the CPA by failing to  
13 comply with written disclosure requirements under the [Consumer Loan Act (“CLA”)], [the  
14 Truth in Lending Act (“TILA”)], and RESPA.” *Hunter*, C16-1718-RAJ, Dkt. No. 61 at 9  
15 (quoting *Pierce*, C05-5835-RJB, Dkt. No. 74 at 6).

16 In *Pierce*, the plaintiffs brought a claim for *per se* violation of the CPA premised on  
17 defendant’s alleged violation of the CLA. *Pierce*, C05-5835-RJB, Dkt. No. 74 at 3. The court  
18 noted that the CLA’s written disclosure obligations incorporated TILA and RESPA’s disclosure  
19 requirements, and that a violation of the CLA’s written disclosure obligations constituted a  
20 violation of the first and second elements of the CPA. *Id.* at 3–5. The court found that if the  
21 plaintiffs were able to demonstrate that the defendant had violated RESPA’s disclosure  
22 requirements, they could establish a violation of the CLA, which in turn could be used to support  
23 a claim for *per se* violation of the CPA. *Id.* at 6. Thus, the *Pierce* court held that a violation of  
24 the CLA’s disclosure requirements represents a *per se* CPA violation, not that a RESPA  
25 violation would support such a claim.

26 Moreover, the question of whether a RESPA violation could support a *per se* CPA

1 violation claim was not even before the *Hunter* court. In *Hunter*, the plaintiffs’ third amended  
2 complaint appeared to argue that defendants’ alleged violation of RESPA’s Regulation X  
3 constituted unfair or deceptive acts or practices under the CPA; plaintiffs’ explicit claims for *per*  
4 *se* violations of the CPA were premised on violations of the Deed of Trust Act. *Hunter*, C16-  
5 1718-RAJ, Dkt. No. 51 at 22–23. The *Hunter* court’s citation to *Pierce* appears in its analysis of  
6 whether the plaintiffs had sufficiently established the unfair or deceptive act or practice prong of  
7 a private CPA claim, not whether the plaintiffs’ RESPA arguments could support a claim for *per*  
8 *se* violation of the CPA. *Hunter*, C16-1718-RAJ, Dkt. No. 61 at 9. Thus, contrary to Plaintiff’s  
9 assertion in his motion for reconsideration, neither *Hunter* nor *Pierce* stand for the proposition  
10 that a RESPA violation, standing alone, can support a claim for *per se* violation of the CPA. (*See*  
11 Dkt. No. 29 at 2); *see also Hunter*, C16-1718-RAJ, Dkt. No. 61 at 9; *Pierce*, C05-5835-RJB,  
12 Dkt. No. 74 at 3–6.

13 Further, the Court notes that although the relevant order in *Hunter* was issued soon before  
14 the Court’s order on Defendant’s motion to dismiss, (*compare Hunter*, C16-1718-RAJ, Dkt. No.  
15 61, *with* Dkt. No. 27), the relevant order in *Pierce* was issued in 2006. *See Pierce*, C05-5835-  
16 RJB, Dkt. No. 74. *Hunter* did not add to the analysis in *Pierce*; rather, it cited *Pierce* for the  
17 proposition that courts in this district had previously “found that violations of RESPA could  
18 serve as the basis for a CPA claim.” *Hunter*, C16-1718-RAJ, Dkt. No. 61 at 9. Plaintiff did not  
19 cite *Pierce* in his response to Defendant’s motion to dismiss, (*see generally* Dkt. No. 25), and has  
20 not explained how *Pierce* constitutes legal authority that could not have been brought to the  
21 Court’s attention earlier with reasonable diligence. (*See generally* Dkt. No. 29); W.D. Wash.  
22 Local Civ. R. 7(h)(1).

23 Plaintiff’s motion for reconsideration also repeats his arguments raised in his response to  
24 Defendant’s motion to dismiss that a violation of RESPA should constitute a *per se* violation of  
25 the CPA. (*Compare* Dkt. No. 29 at 2–3, *with* Dkt. No. 25 at 10.) Plaintiff does not accompany  
26 this discussion with an assertion that the Court manifestly erred or that his arguments constitute

1 new facts or legal authority that could not have been brought to the Court's attention earlier with  
2 reasonable diligence. (*See* Dkt. No. 29 at 2–3); W.D. Wash. Local Civ. R. 7(h)(1). Elsewhere in  
3 his motion for reconsideration, Plaintiff stated that his motion was based on new legal authority,  
4 relying on *Hunter*. (Dkt. No. 29 at 2.) Therefore, Plaintiff's renewed arguments as to whether a  
5 violation of RESPA may be a basis for a *per se* violation of the CPA do not merit reconsideration  
6 of the Court's order.

7 Therefore, Plaintiff has neither established that the Court manifestly erred nor presented  
8 new legal authority meriting reconsideration. Plaintiff's motion for reconsideration (Dkt. No. 29)  
9 is DENIED.

10 DATED this 27th day of March 2019.

11 William M. McCool  
12 Clerk of Court

13 s/Tomas Hernandez  
14 Deputy Clerk